



# ANTI-THEFT PROTECTION

Registration #

**Administrative Office:**  
532 S. Main Street  
Joplin, MO 64801

REGISTRATION PAGE

| Vehicle Information:                  |      |                                       |   |                                       |                                    |           |
|---------------------------------------|------|---------------------------------------|---|---------------------------------------|------------------------------------|-----------|
| Year                                  | Make | Model                                 | VIN # (Vehicle Identification Number 17 Digits) | <input type="checkbox"/> New          | <input type="checkbox"/> Pre-Owned |           |
| Vehicle Purchase Date                 |      | Mileage at Time of Sale               |   | Vehicle Purchase Price                |                                    |           |
| Purchaser Information:                |      |                                       |   |                                       |                                    |           |
| Last Name                             |      | First Name                            |   | Middle Initial                        | E- Mail Address                    |           |
| Address                               |      |                                       | City  | State                                 | Zip                                | Telephone |
| Issuing Seller/Dealer Information:    |      |                                       |   |                                       |                                    |           |
| Dealer/Seller Name                    |      |                                       |   |                                       | Telephone                          |           |
| Address                               |      |                                       | City  | State                                 | Zip Code                           |           |
| Lienholder:                           |      |                                       |   |                                       |                                    |           |
| Lienholder Name                       |      |                                       |   |                                       | Telephone                          |           |
| Address                               |      |                                       | City  | State                                 | Zip Code                           |           |
| Agreement Information:                |      |                                       |   |                                       |                                    |           |
| Agreement Purchase Price<br>\$        |      |                                       | Agreement Purchase Date:                        |                                       |                                    |           |
| Agreement Term/Maximum Benefit Level  |      |                                       |   |                                       |                                    |           |
| <input type="checkbox"/> 3YRS/\$2,500 |      | <input type="checkbox"/> 5YRS/\$5,000 |   | <input type="checkbox"/> 7YRS/\$7,500 |                                    |           |

| Acceptance of Terms, Conditions and Coverage  |               |  |
|---|---------------|--|
| <p>As the registered owner of the <b>Covered Vehicle</b> containing the approved theft deterrent product, <b>You</b> are entitled to the following benefits contained in this <b>Limited Warranty</b>. Please fill out the sections above including the term and maximum benefit of the <b>Limited Warranty</b> for which <b>You</b> are registering. In the event that there is no term or plan selected, this <b>Limited Warranty</b> will have a three (3) year term and a maximum benefit of five thousand dollars (\$2,500). The <b>Limited Warranty</b> that <b>You</b> are purchasing is between <b>You</b> and <b>Warrantor</b>. <b>You</b> (the undersigned) have reviewed the terms of this <b>Limited Warranty</b> and understand the coverage, exclusions and requirements shown on the coverage pages. This <b>Limited Warranty</b> is based on information <b>You</b> provided on this Registration Page.</p> |               |  |
| _____<br>Purchaser Signature  | _____<br>Date | _____<br>Seller/Dealer Representative- Signature |

**This is not a vehicle liability insurance contract. This is not an automobile physical damage insurance contract.**

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## I. DEFINITIONS

The following words whether capitalized or in bold have the following meaning throughout this **Agreement**.

- **Administrator** means Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801.
- **Agreement Term** means the period of time this **Limited Warranty** is in force as You selected in the Agreement Term/Maximum Benefit section of the Registration Page.
- **Authorized Dealer** means the dealer/seller listed on the front of the limited warranty. In the event that the original dealer is no longer in business, or in the event that **You** have moved more than fifty (50) miles from the original dealer, **Administrator** will negotiate a mutually agreeable amendment to this provision.
- **Covered Vehicle** means the vehicle listed on the front of this limited Warranty.
- **Lease Guarantee Benefit** means the difference between the sum of the monthly lease payments for Your **Replacement Vehicle** and the sum of the monthly lease payment for the **Covered Vehicle** for the entire term of the respective leases. This benefit is only applicable in the event that **You** leased both the **Covered Vehicle** and **Your Replacement Vehicle**.
- **Limit of Liability** means the Total benefits payable under this **Limited Warranty**. **The Limit of Liability** of this **Limited Warranty** shall not exceed the maximum benefit You selected in the Agreement Term/Maximum Benefit section of the Registration Page.
- **Limited Warranty**: This a contract between **You** and **Us**.
- **Purchase Guarantee Benefit** means the difference between the **Replacement Vehicle Cost Basis**, and the actual cash value of the **Covered Vehicle** as determined by **Your** primary insurer at the time of theft. This benefit is only applicable in the event that **You** purchased both the **Covered Vehicle** and **Your Replacement Vehicle**.
- **Replacement Vehicle** means a vehicle of the same make, model, and equipment as the **Covered Vehicle**, that **You** purchase or lease to replace the **Covered Vehicle** that was stolen and declared a **Total Loss** during the term of this limited warranty. The **Replacement Vehicle** must be purchased or leased from the **Authorized Dealer**. Additionally, this vehicle must be the same number of model years old as the **Covered Vehicle** on the date that the **Covered Vehicle** was originally purchased. Finally, the **Replacement Vehicle** transaction must be consistent with the **Covered Vehicle** transaction (i.e. if **Covered Vehicle** was purchased, the **Replacement Vehicle** must be purchased; If the **Covered Vehicle** was leased, the **Replacement Vehicle** must be leased).
- **Replacement Vehicle Cost Basis**: If **You** purchased the **Covered Vehicle** new (defined as any vehicle other than a used vehicle) the **Replacement Vehicle Cost Basis** means the lesser of the actual sales price of the **Replacement Vehicle**, not to exceed the Manufacturer's Suggested Retail Price (MSRP) of the **Covered Vehicle**, plus sales tax, and title fees. If **Covered Vehicle** was purchased used (defined as a vehicle with an odometer reading of over two thousand (2000) miles, or previously registered or licensed to another owner), **Replacement Vehicle Cost Basis** means the lesser of the actual sales price of the **Replacement Vehicle** or the retail value listed for **Your Replacement Vehicle** in the National Automobile Dealers Association (NADA) Official Used Car Guide in the month in which the **Covered Vehicle** was stolen. NOTE: Rollover balances from prior loans are specifically excluded from this definition, and warrantor hereby specifically excludes coverage for such balances.
- **Total Loss** means the **Covered Vehicle** is stolen and not recovered within thirty (30) days, or recovered damaged within thirty (30) days and the primary insurer declares the **Covered Vehicle** a **Total Loss**.
- **Warrantor, We, Us, Our** means Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801.
- **You or Your** means the customer listed on the front of this **Limited Warranty**.

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## II. COVERAGE

**We** guarantee that, in the event that the Anti-Theft Protection **Limited Warranty** theft deterrent system fails to deter the theft of the **Covered Vehicle**, the following benefits apply: In the event that the **Covered Vehicle** is stolen and becomes a **Total Loss**, **We** will pay either the **Purchase Guarantee Benefit** or the **Lease Guarantee Benefit** to the Authorized Dealer on **Your** behalf. Coverage commences on the date that **You** sign this document, given that the theft deterrent system has been properly and professionally installed on the **Covered Vehicle**. Additionally, **We** will reimburse **You** for rental car expenses that **You** incur as the direct result of a loss covered hereunder. Rental expense reimbursement is limited to a maximum of twenty-five dollars (\$25) per day for up to twenty (20) days. Rental expense reimbursement coverage is excess to any other available coverage for rental reimbursement or transportation expenses. This **Limited Warranty** is not insurance and does not provide any liability coverage, nor does it fulfill the requirements of any financial responsibility law.

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## III. CLAIM PROCEDURE

**You** must contact the Administrator within thirty (30) days of **Your** discovery of the theft. **You** must forward legible copies of the following documents to Administrator within sixty (60) days of primary insurance company settlement:

1. copy of this limited warranty agreement;
2. complete copy of the police report including any supplements and/or recovery reports;
3. copy of the original buyer's order for the Covered Vehicle stating the purchase price along with the factory options and accessories affixed thereto at the time of delivery;
4. copies of **Your** primary insurance company settlement check, declarations page, vehicle theft affidavits, proof of loss, and valuation worksheet;
5. copy of buyer's order for the **Replacement Vehicle** stating the **Replacement Vehicle** purchase price, along with the factory options and accessories affixed thereto at the time of delivery;
6. any other documents that ADMINISTRATOR reasonably requests. Unless otherwise excluded under the terms and conditions of this limited warranty, Administrator will issue payment within sixty (60) days of receipt of the documentation referenced herein.

NOTE: The person who purchases the **Replacement Vehicle** MUST be the same person who purchased the **Covered Vehicle**.

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## IV. TERMS AND CONDITIONS

1) It is an absolute condition of coverage that **You** purchase and maintain automobile physical damage coverage on the **Covered Vehicle** for the full Term of this limited warranty; 2) The Anti-Theft Protection Limited Warranty theft deterrent system must be PROPERLY AND PROFESSIONALLY applied to, or installed on, Your **Covered Vehicle** in order for benefits to apply. This can be either by window etching or the application of traceable UV labels on body panels; 3) Any benefit payment issued under this limited warranty must be used to purchase or lease a **Replacement Vehicle**. Additionally, it is understood and agreed that any payments

due under this limited warranty will be issued directly to the **Authorized Dealer** by the **Administrator**; 4) It is a condition of this limited warranty that the **Replacement Vehicle** must be purchased or leased from the **Authorized Dealer** within ninety (90) days of the date that the primary insurer issues its settlement check; 5) The purchase price of Your **Replacement Vehicle** must be equal to or greater than the purchase price for the **Covered Vehicle**; 6) Any rebate available on Your **Replacement Vehicle** must be paid to the **Authorized Dealer** as part of the purchase price; 7) In the event that You wish to purchase or lease a replacement vehicle that does not meet the definition of **Replacement Vehicle**, You will still be entitled to benefits under this limited warranty. Such benefits will be equal to the difference between actual cost of the **Replacement Vehicle** and the actual cash value of the **Covered Vehicle** as determined by Your primary insurer at the time of theft; however, in no case will this benefit exceed the amount that the **Administrator** would have paid in the event that You replaced Your **Covered Vehicle** with a vehicle meeting the definition of **Replacement Vehicle**; 8) In the event that You purchased or leased the **Covered Vehicle** new (as defined above), and in the event that the **Covered Vehicle** model or equipment has been discontinued, benefits due under this limited warranty will be calculated based upon a **Replacement Vehicle** of like kind and quality to the **Covered Vehicle**, to the closest extent possible; 9) This limited warranty is NOT transferrable.

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## V. EXCLUSIONS

There is no coverage for any loss: a) that resulted from theft by any person who had access to the keys of the **Covered Vehicle**, or any persons related to You by blood, marriage, or adoption including wards or foster children; b) When the keys are left in or on the **Covered Vehicle**; c) to any vehicle that is used for any commercial purposes or emergency services whatsoever; d) to van conversions not made by the original vehicle manufacturer, or for any other vehicle which is not listed in the NADA Official Used Card Guide; e) in which You fail to report the theft to police within twenty four (24) hours of Your discovery of the theft; f) in which You fail to notify the Administrator within thirty (30) days of Your discovery of the theft; g) in which You, or anyone acting on Your behalf, commit any fraudulent act, or falsely swear with regard to any fact or circumstance of the covered loss or claim. Additionally, there is no coverage for any loss resulting directly or indirectly from any dishonest, fraudulent, illegal, or criminal act by You or any acting in Your behalf, whether acting alone or in collusion with others; or due to conversion, embezzlement or secretion by any person in lawful possession of the **Covered Vehicle**.

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## VI. CANCELLATION OF THIS AGREEMENT

You may cancel this limited warranty at any time by mailing in a written notice to the **Administrator**. No refund will be due. If We cancel this limited warranty, written notice will be mailed to You at the last known address and to the Lien holder, if applicable, at least thirty (30) days prior to the effective date of the cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. We may only cancel this limited warranty under the following conditions: 1) If the premium for the Anti-Theft Protection Limited Warranty has not been paid; 2) A material misrepresentation by You to the seller or Warrantor; 3) Fraud by You related to the purchase of the Anti-Theft Protection Limited Warranty theft deterrent system or a claim made under this warranty.

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## VII. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

**PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.**

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), You, We, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that You are a California resident or that You purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Agreement**.

The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the **Agreement** shall apply, without regards to conflicts of law.

**CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction

shall apply a “de novo” standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT.** To opt out, You must send written notice to either: (1) [10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal] or (2) [legal@fortegra.com], with the subject line, “Arbitration/Class Action Waiver Opt Out.” You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Dealer/Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

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## VIII. WARRANTOR OBLIGATIONS

Obligations of the Warrantor under this Anti-Theft Protection Limited Warranty are insured under a reimbursement policy issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, except in California, Georgia, New York, Rhode Island and Wisconsin. In California, Our obligations under this Agreement are insured under an insurance policy issued by Response Indemnity Company of California, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In Georgia, Our obligations under this Agreement are insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In New York, Rhode Island, and Wisconsin, Our obligations under this Agreement are insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738. In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company, Response Indemnity Company of California, Insurance Company of the South, or Atlantic Specialty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.